



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 18, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 AUGUST 18, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

RECIPROCAL AGREEMENT BETWEEN THE CITY OF PALMDALE AND THE COUNTY OF LOS ANGELES FOR SANITARY SEWER CONVEYANCE (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to approve the Reciprocal Agreement between the City of Palmdale and the County of Los Angeles to provide for the continued joint use of their sanitary sewer conveyance facilities for the mutual benefit of both entities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this action is exempt from the California Environmental Quality Act.
2. Approve the Reciprocal Agreement between the City of Palmdale and the County of Los Angeles.
3. Authorize and instruct the Chairman of the Board to sign four original copies of the Reciprocal Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the City of Palmdale (City) and the County of Los Angeles (County) the continued joint use of their existing collection sewer pipelines for conveyance of sewage to the County Sanitation Districts of Los Angeles County's (CSD) trunk sewer lines.

Under the new State Water Resources Control Board Waste Discharge Requirements the City and the County are required, among other things, to: 1) properly manage and operate their sanitary sewer collection systems; 2) ensure that adequate capacity exists in the sewer pipelines they share with other agencies for current and future dischargers into the system; and 3) establish a communication plan with owners of sewer systems to which their facilities connect as either a tributary or an outlet system.

The City's public sewer lines were previously part of the Consolidated Sewer Maintenance District of Los Angeles County (District) sewer system. On September 23, 2008, the City requested and your Board of Supervisors (Board) approved the exclusion of the City's sewer system from the District. The City's sewer pipelines are for the most part separated from the County's sewer pipelines. There are certain locations, as shown in Exhibit A, where the two systems are connected and either agency utilizes the other's sewer pipelines to convey sewage to the CSDs trunk sewer lines. Both agencies desire, in those instances, to allow the sewer lines to remain connected rather than separate them, because it is more cost-effective and less disruptive to the communities they serve.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The continued provision of sanitary sewer services in the most cost-effective and least-disruptive manner to the residents of the City and County will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The execution of this Reciprocal Agreement (Enclosure A) would not result in any additional cost to either party.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with Section 20793 et. seq. of the Public Construction Act and Section 6500 et. seq. of the Government Code, the Board of Supervisors of any county may enter into contract and agreement with the legislative body of any city; city and county; municipal corporation; district or other public corporation; or with any person, firm, or corporation for joint use of sewer facilities or disposal of sewage from any area outside the District's jurisdiction designated in the enclosed agreement.

The Reciprocal Agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors

August 18, 2009

Page 3

ENVIRONMENTAL DOCUMENTATION

The approval of the Reciprocal Agreement by your Board is exempt from the California Environmental Quality Act, pursuant to California Code of Regulations, Title 14, Section 13301, because it applies to the operation and maintenance of existing sanitary sewer collection systems with no plans for expansion of capacity.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will have no negative impact on current County services.

CONCLUSION

Please return two adopted copies of this letter and three sets of the signed original Agreement to the Department of Public Works, Sewer Maintenance Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:ag

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Assessor
County Counsel
Executive Office

**RECIPROCAL AGREEMENT BETWEEN
THE CITY OF PALMDALE AND
THE COUNTY OF LOS ANGELES
FOR JOINT USE OF SANITARY SEWER SYSTEM**

This Agreement ("Agreement") is made and entered into as of this 1st day of JULY, 2009, by and between the City of Palmdale, a municipal corporation located in the State of California ("City") and the Board of Supervisors of the County of Los Angeles, State of California ("County"), acting as the governing body of the Consolidated Sewer Maintenance District of Los Angeles County ("Maintenance District").

WITNESSETH

WHEREAS, sanitary sewage in the Antelope Valley is discharged and conveyed to water reclamation plants for treatment in the local area through a series of collection system pipelines and trunk sewers owned and operated by multiple public agencies; and

WHEREAS, Waste Discharge Requirements of the State Water Resources Control Board Order No. 2006-0003-DWQ ("WDR") imposes new requirements on the City and the Maintenance District for the proper management and operation of collection systems including the requirement that the agencies that share capacities in sanitary sewer pipelines assure that adequate capacity exists for all discharges and that each agency creates a plan of communication with systems that are tributary and/or satellite to the any sanitary sewer system; and

WHEREAS, prior to July 1, 2009, operation and maintenance of the sanitary sewage collection system pipelines was handled entirely by the Maintenance District and the maintenance of the trunk sewers was performed by the Los Angeles County Sanitation Districts of Los Angeles County ("Sanitation Districts"), an agency separate from the Maintenance District; and

WHEREAS, at the City's request, on September 23, 2008, the Los Angeles County Board of Supervisor approved to have the incorporated City territory be excluded from the Maintenance District, as of July 1, 2009.

WHEREAS, the Palmdale City Council has directed that the collection system pipelines within the corporate boundaries of Palmdale after July 1, 2009 be operated and maintained by the City with the Sanitation Districts continuing to operate and maintain the trunk lines; and

WHEREAS, the Maintenance District administers, operates, and maintains a sewage system (the "County Sewage System") for the conveyance of sewage generated within the unincorporated territory of the County and from certain sewer lines owned and operated by the City within the City (the "City Lines") in and around Palmdale; and

WHEREAS, the City administers, operates, and maintains a sewage system (the "City Sewage System") for the conveyance of sewage generated within its territorial boundaries and from certain sewer lines owned and operated by the Maintenance District outside the City (the "County Lines"); and

WHEREAS, the County Sewage System has the size and capacity to handle the sewage disposal needs of the Maintenance District as well as to continue disposal of the sewage previously generated from the City Lines; and

WHEREAS, the City Sewage System has the size and capacity to handle the sewage disposal needs of the Maintenance District as well as disposal of the sewage previously generated from the County Lines; and

WHEREAS, the current excess capacity of the County Sewage System to handle disposal of sewage over and above the current needs of the Maintenance District may be used for the conveyance of sewage originating from the City Lines without interfering with its use by the Maintenance District; and

WHEREAS, the current excess capacity of the City Sewage System to handle disposal of sewage over and above the current needs of the City may be used for the conveyance of sewage originating from the County Lines without interfering with its use by the City; and

WHEREAS, it will be of mutual benefit to each of the parties to this Agreement to provide for the discharge of sewage from the other party's boundaries through the existing sewage system (Exhibit A) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City, County, and Maintenance District hereunder and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. That City may discharge sewage from the City Properties through the County Sewage System.
- b. To be responsible for the maintenance of the said County sewer lines within County's territorial boundaries.
- c. To be responsible for the costs of operation and maintenance of the said County sewer lines within County's territorial boundaries including all future renewal and replacement costs.
- d. That it will assure that currently utilized capacity of the City are included in the design and development planning of existing and future operated and maintained Sewage Systems of Maintenance District.

(2) CITY AGREES:

- a. That County may discharge sewage from the County Properties through the City Sewage System.
- b. To be responsible for the maintenance of the said City sewer lines within the incorporated boundaries of the City.
- c. To be responsible for the costs of operation and maintenance of the said City sewer lines including all future renewal and replacement costs.
- d. That it will assure that currently utilized capacity of the Maintenance District are included in the design and development planning of existing and future operated and maintained City Sewage Systems.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That under the terms of this Agreement neither party to this Agreement shall acquire any right, title, or interest in the Sewage System of the other party other than the right to convey sewage therein, in accordance with the terms and conditions of this Agreement and during the continuance thereof.
- b. That this Agreement shall take effect as of the date of execution of all parties to this Agreement.
- c. The City shall indemnify, hold harmless, and defend County and Maintenance District, and its respective elected and appointed officers,

agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the City's negligence or willful misconduct relating to the obligations arising from this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valve required by law.

- d. The County and Maintenance District shall indemnify, hold harmless, and defend City, and their respective elected and appointed officers, agents, and employees from and against any and all liability, expenses (including defense cost, disbursements, and reasonable legal fees), and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or relating in any way to the County's or Maintenance District's negligence or willful misconduct relating to the obligations arising from or relating to this Agreement, including, but not limited to, mainline sewer facility flow conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, and the lack or improper maintenance of backflow valve required by law.
- e. This agreement contains the full and complete agreement and understanding of the Parties regarding the subject matters herein and shall supersede all oral or written agreements or communications between the parties on said matters; The Parties acknowledge that certain Assumption of Liability Agreement between the City and the County dated December 27, 1977 does not apply to the matters in this Agreement.
- f. Each Party shall be responsible for its own costs of operation and maintenance of its Sewage System and shall not expect reimbursement from the other agency, including maintenance costs associated with this Agreement.
- g. The parties agree that this Agreement shall continue in effect until terminated: (i) by the express, written mutual agreement of the both parties; or (ii) for any material breach of this Agreement by either of the parties; or (iii) automatically upon annexation of all areas covered by this Agreement on which County lines are located and which are located within the Sphere of Influence of the City into the corporate limits of the City of Palmdale.
- h. Each party agrees to reasonably assist the other as requested in the event of emergencies and/or sanitary sewer overflows.

- i. Each party agrees to communicate with the other on a regular basis regarding the continued use and operation of the satellite sewer systems in full compliance of the Waste Discharge requirement of the WDR.
- j. Each party will consult with the other regarding future or new capacity needs. To the extent allowed by law, each party will require all new development, including, without limitation, via conditions in land use approvals, to provide adequate capacity and infrastructure within the other party's Sewage System.
- k. For purpose of this Agreement, the term "Sewage System" shall mean the facilities used to collect and convey sewage, including, pipelines, pump stations, and related appurtenances.

IN WITNESS WHEREOF, the Board of Supervisors of Los Angeles County caused this Agreement to be executed by its chairman and attested to by its Clerk and the City Council of the City of Palmdale caused this Agreement to be executed by its City Mayor and attested to by its Clerk all as of the day and year first hereinabove written.

CITY OF PALMDALE


 James C. Ledford, Jr., Mayor

Date

July 1, 2009

COUNTY OF LOS ANGELES


 Chair, Board of Supervisors


AUG 18 2009

Date

ATTEST:


 By: Victoria L. Hancock, CMC

ATTEST:


 By: Sachi A. Hamai, Executive Officer, Clerk of the Board of Supervisors

APPROVE AS TO FORM:


 By: Wm. Matthew Ditzhazy
 City Attorney

APPROVE AS TO FORM:

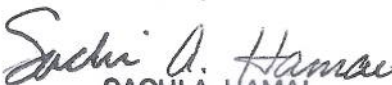

 Robert E. Kalunian
 Acting County Counsel

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

31

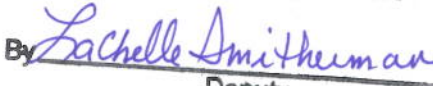
AUG 18 2009

5


 SACHI A. HAMAI
 EXECUTIVE OFFICER

I hereby certify that pursuant to
 Section 25103 of the Government Code
 delivery of this document has been made

SACHI A. HAMAI
 Executive Officer
 Clerk of the Board of Supervisors


 By: Sachi A. Hamai


77048

Palmdale Sewer Locations Key Map



Legend

Local Lines

Jurisdiction

— Palmdale

Unincorporated

Non SMD Sanitary Sewers

Trunk Sewerlines

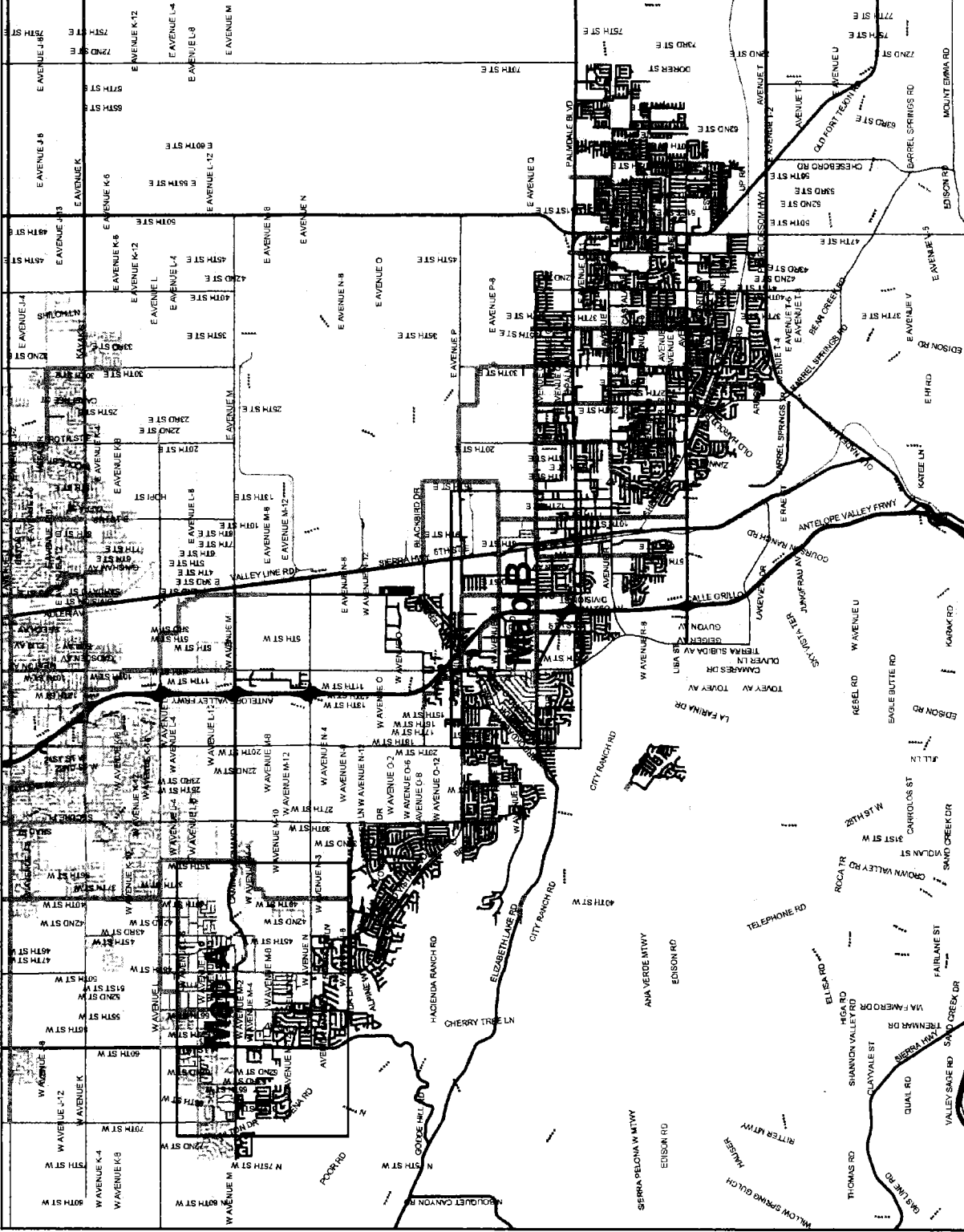
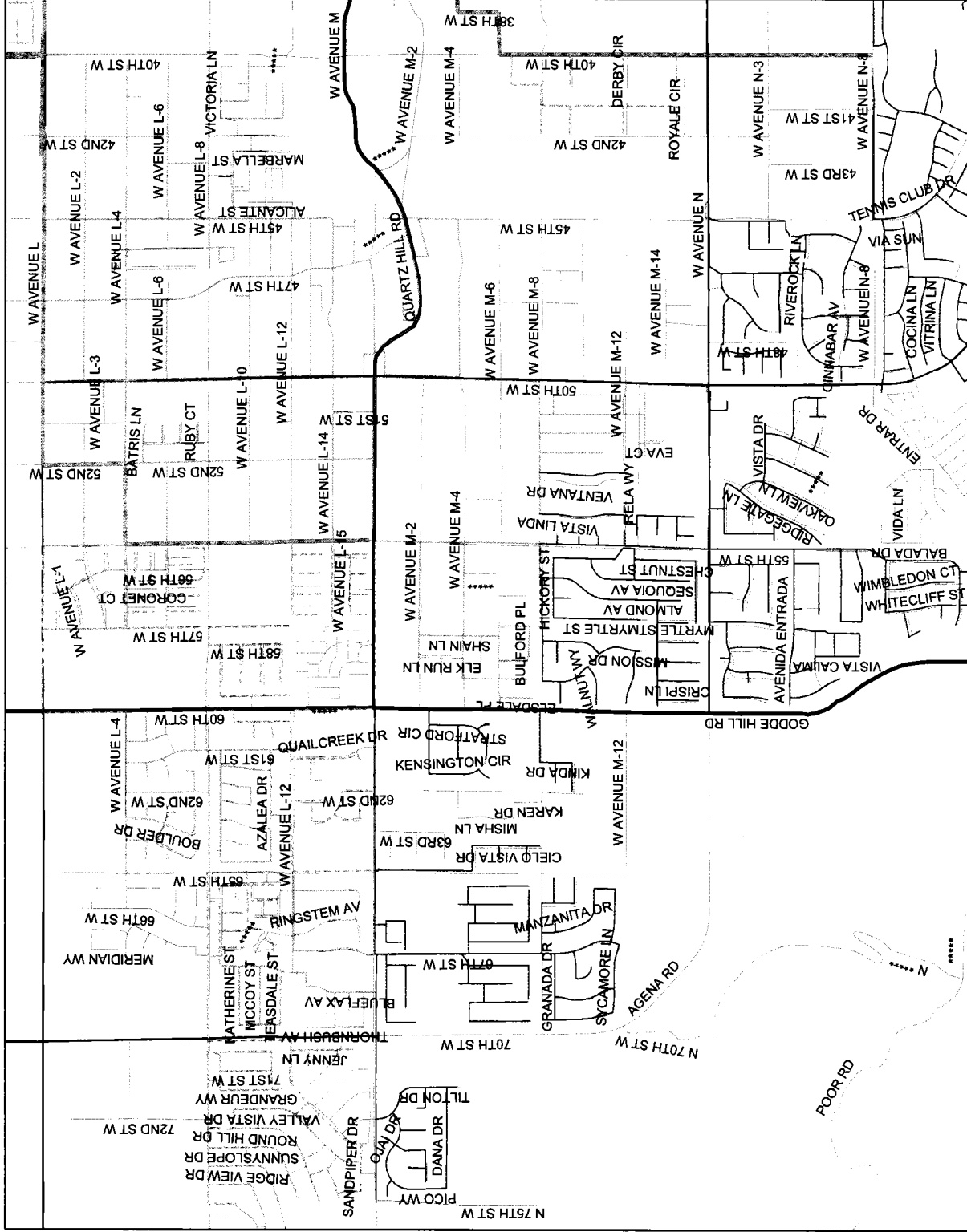
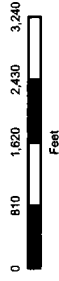


EXHIBIT A



Palmdale Sewer Locations Map A



Legend

Local Lines

Jurisdiction

Palmdale

Unincorporated

Non SMD Sanitary Sewers

Trunk Sewerlines

URK Sewerlines

